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Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT  
  
CENTRAL DISTRICT OF CALIFORNIA  
  
NORTHERN DIVISION

In re  
  
HVI CAT CANYON, INC.,  
  
Debtor.

Case No. 9:19-bk-11573-MB

Chapter 11

**NOTICE OF AMENDMENT TO CREDIT  
AGREEMENT AND BUDGET  
AMENDMENT**

[No Hearing Required]

PLEASE TAKE NOTICE, pursuant to the Court's *Order for Emergency Priming and  
Superpriority Financing and Consensual Use of Cash Collateral by the Chapter 11 Trustee* entered  
on or about November 27, 2019 (*docket no. 572*), of the Amendment to Credit Agreement and  
Agreed Budget, a copy of which is attached as Exhibit "1" hereto.

DATED: December 6, 2019

DANNING, GILL, ISRAEL & KRASNOFF, LLP

By:


  
AARON E. DE LEEST  
Attorneys for Michael A. McConnell,  
Chapter 11 Trustee

EXHIBIT 1

## AMENDMENT TO CREDIT AGREEMENT

This AMENDMENT TO CREDIT AGREEMENT (the "Amendment"), is made and entered into as of December 5, 2019, by and among Michael McConnell ("Trustee"), solely in his capacity as Chapter 11 trustee for the estate of HVI Cat Canyon, Inc., a Colorado corporation ("HVI CC" and, together with Trustee, collectively, "Borrower"), and UBS AG, Stamford Branch (the "Lender"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement (as defined below).

### RECITALS

WHEREAS, Borrower and Lender are parties to that certain Credit Agreement dated as of November 8, 2019 (the "Credit Agreement");

WHEREAS, as of the date hereof, the parties hereto intend to amend the Credit Agreement to (i) revise certain defined terms in Section 1.01 of the Credit Agreement, and (ii) make certain other amendments as set forth below.

NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

### ARTICLE 1 ACKNOWLEDGMENTS AND RESERVATION OF RIGHTS

**Section 1.1 Acknowledgment of Defaults.** Borrower acknowledges and represents that as of the date hereof (a) an Event of Default has occurred under Section 7.01(e) of the Credit Agreement as a result of the failure of monthly sales receipts of Borrower to be at least \$750,000 for the month ending November 30, 2019 as required under Section 6.02(l) (the "Monthly Sales Default"); (b) an Event of Default has occurred under Sections 7.01(e), 7.01(g)(H) and 7.01(j)(ii) as a result of (i) the incurrence, creation or existence of a claim of Lien against any of Borrower's assets that are *pari passu* with or senior to the claims and Liens of Lender and (ii) the failure to grant Lender a lien on avoidance actions arising under Chapter 5 of the Bankruptcy Code (other than avoidance claims of the estate against any party that is a current or former insider or affiliate of HVI CC and the proceeds of such claims), in violation of Sections 2.04, 6.02(g), 7.01(g)(H) and 7.01(j)(ii) (the "Priority and Avoidance Actions Default", and together with the Monthly Sales Default, the "Existing Defaults"); (c) no Events of Default other than the Existing Defaults exist under the Credit Agreement; and (d) other than the existence of the Existing Defaults, all of the representations and warranties of Borrower in the Credit Agreement are true and correct in all material respects.

**Section 1.2 Acknowledgment of Authority.** Borrower acknowledges and represents that (a) the execution and entry of this Amendment by Borrower is within Borrower's powers and has been duly authorized by the Court pursuant to the Final Borrowing Order and (b) no further authorization or approval or other action by, and no notice to or filing with any Person is required for the due execution and entry of this Amendment by Borrower.

**Section 1.3 Reservation of Rights.** Notwithstanding any Advance made prior to, on or after the date hereof, (a) the Lender is not waiving, and shall not be deemed to have waived, the Existing Defaults or any conditions to any advance (including, without limitation, the conditions set forth in Section 4.02(b) or (c)), (b) the Lender hereby reserves all of its rights, remedies, and powers under the Credit Agreement and the other Loan Documents, at law, in equity, or otherwise (including, without limitation, the right to impose a default rate of interest with respect to all Obligations, retroactive to the date on which the Existing Defaults occurred or such later date as Lender may determine in its sole discretion), (c) Borrower agrees that (i) neither any such Advance nor the acceptance by Lender of any payments provided for in the Loan Documents shall excuse Borrower from any of its obligations under the Loan Documents and (ii) it will not assert laches, waiver or any other defense to the enforcement of any of the Loan Documents based upon the making of any Advance by Lender during the occurrence of the Existing Defaults or the acceptance by Lender of any of the payments provided for in the Loan Documents.

## **ARTICLE 2 AMENDMENTS TO CREDIT AGREEMENT**

### **Section 2.1 Amendments to Section 2.01: Definitions.**

(a) The definition of "Availability Period" is hereby amended and restated as follows:

"Availability Period": The period commencing on the Closing Date and ending on the earlier of (i) the date that is seven (7) weeks from the Closing Date and (ii) the Maturity Date.

(b) The definition of "Aggregate Advance Limit" is hereby amended and restated as follows:

"Aggregate Advance Limit": An amount equal to three million five hundred thousand dollars (\$3,500,000).

## **ARTICLE 3 AGREED BUDGET**

**Section 3.1 Agreed Budget.** The parties agree and acknowledge that the budget attached hereto as Exhibit A shall constitute the Agreed Budget for all purposes under the Credit Agreement and the other Loan Documents as of the date hereof, subject to further modification in accordance with the terms of the Credit Agreement.

## **ARTICLE 4 MISCELLANEOUS**

**Section 4.1 Entire Agreement; Effect on Credit Agreement.** This Amendment and the Loan Documents and all exhibits hereto and thereto embody the entire agreement between the parties respecting the subject matter hereof and thereof and supersede all prior agreements, proposals, communications and understandings relating to such subject matter. The terms of the Amendment shall be considered a part of the Credit Agreement as if fully set forth therein.

Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lender under, the Credit Agreement or any of the other Loan Documents.

**Section 4.2 Miscellaneous.** This Amendment shall be binding upon the parties and their respective successors and assigns. The section headings are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Amendment or the Credit Agreement. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 4.3 Governing Law.** The construction, validity, enforcement and interpretation of this Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

**Section 4.4 No Other Amendments.** In case of a conflict between the terms of this Amendment and the Credit Agreement, the terms of this Amendment control. Except as expressly set forth in this Amendment, the terms of the Credit Agreement remain unchanged and in full force and effect.

**Section 4.5 Final Borrowing Order Controls.** All of the terms and agreements of the Final Borrowing Order are incorporated in this Amendment by reference. In the event of any direct conflict or inconsistency between the provisions of this Amendment and the Final Borrowing Order, the provisions of the Final Borrowing Order shall control.

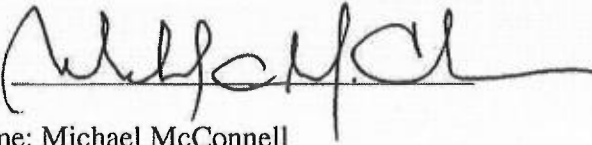
**Section 4.6 Fees and Expenses.** Without limiting the generality of Section 8.05 of the Credit Agreement, Borrower agrees to pay all reasonable fees and expenses of the Lender in connection with this Amendment (including reasonable attorneys' fees and expenses).

[The remainder of this page is left intentionally blank.]

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

**BORROWER:**

HVI CAT CANYON, INC.

By: 

Name: Michael McConnell

Title: Chapter 11 Trustee for the estate of HVI Cat Canyon, Inc.

*[Signature Page to Amendment to Credit Agreement]*

**THE LENDER:**

UBS AG, STAMFORD BRANCH

By: 

Name: Darlene Arias

Title: Director

By: 

Name: Housseem Daly

Title: Associate Director

*[Signature Page to Amendment to Credit Agreement]*

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**EXHIBIT A**

**AGREED BUDGET**

(See Attached)



HVI CAT CANYON INC. weeks 14-20 budget week starting	Actual Week 14 28-Oct-19	Actual Week 15 4-Nov-19	Actual Week 16 11-Nov-19	Actual Week 17 18-Nov-19	Actual Week 18 25-Nov-19	Forecast Week 19 2-Dec-19	Forecast Week 20 9-Dec-19	TOTAL
Beginning Cash Balance	35,012	6,249	39,021	12,626	228,670	111,972	-	35,012
<b>Cash Inflows</b>								
SMV	-	12,000	-	300,000	-	-	-	312,000
Redu	-	-	-	-	-	-	-	-
Belridge	-	-	-	-	-	-	-	-
<b>Total Cash Inflows</b>	-	12,000	-	300,000	-	-	-	312,000
Royalties	-	-	-	(118,392)	-	(39,000)	-	(157,392)
Escrow Royalties	-	-	-	(27,690)	-	(7,500)	-	(35,190)
<b>Total Net Cash Inflows</b>	-	12,000	-	153,919	-	(46,500)	-	119,419
<b>Cash Outflows</b>								
<b>Operating Expenses</b>								
Payroll Checks	-	74,538	-	71,559	-	76,000	-	222,097
Payroll Taxes	28,763	-	26,396	-	25,418	-	26,000	106,577
Garnishment & Child Support	-	2,204	-	434	-	1,500	-	4,138
Surface Rents	-	11,956	-	59,634	-	43,505	3,100	118,194
Consultants	-	9,100	-	8,993	-	13,030	-	31,123
Phones	-	-	-	-	1,343	2,500	-	3,843
Power PG&E	-	28,333	-	154,246	-	-	28,333	210,913
Power SoCal Edison	-	-	-	17,503	-	-	17,500	35,003
Waste Management	-	-	-	2,007	-	2,000	1,500	5,507
Water	-	-	-	3,325	-	2,000	500	5,825
SouthernCalGas	-	-	-	46	-	-	-	46
Portable Restrooms	-	-	-	2,014	-	586	-	2,600
Alarms	-	-	-	511	-	-	-	511
Cafeteria	-	-	-	-	-	-	-	-
Copies	-	-	-	-	-	-	-	-
Chemicals	-	7,872	-	7,128	2,597	17,403	5,000	40,000
Pumps	-	17,350	-	17,163	-	25,487	10,000	70,000
Gasoline	-	16,549	-	20,719	-	25,000	12,500	74,768
Transportation	-	-	-	-	-	24,000	-	24,000
Vacuum Trucks	-	-	-	-	-	-	-	-
LCR	-	-	-	-	-	-	-	-
Electricians	-	5,490	-	5,040	5,540	5,000	5,000	26,070
Welders	-	3,320	-	4,872	2,500	6,808	5,000	22,500
Supplies (Belts-Parts)	-	-	-	1,904	-	6,000	4,000	11,904
Parts (Compressor, Pipe, others)	-	-	-	10,739	-	9,261	5,000	25,000
Clean Chemical towers	-	-	-	3,564	-	3,936	3,000	10,500
Vehicle maintenance	-	-	-	18,443	-	10,557	-	29,000
Drink Water	-	-	-	-	-	-	500	500
Weed abatement	-	-	-	25,582	-	29,418	10,000	65,000
Well Analysis	-	-	-	-	-	12,000	6,000	18,000
Compliance	-	-	-	24,642	-	40,538	10,000	75,180
Fire Department	-	-	-	-	-	-	-	-
APCD	-	-	-	-	-	-	-	-
SBP - APCD	-	-	-	-	-	146,436	-	146,436
SBP - P&D	-	-	-	-	-	159,843	-	159,843
SBP - FD	-	-	-	-	-	16,440	-	16,440
SBP - EHS	-	-	-	-	-	10,475	-	10,475
SBP - Tax	-	-	-	-	-	-	327,776	327,776
OC - Tax	-	-	-	-	-	-	53,899	53,899
KC - Tax	-	-	-	-	-	-	8,049	8,049
Escrow - Surface Rents	-	-	-	7,500	-	7,500	-	15,000
Netherland and Sewell Reserve Report	-	-	-	-	25,000	25,000	25,000	75,000
<b>Total Operating Expenses</b>	28,763	176,713	26,396	467,569	62,398	722,222	567,657	2,051,719
<b>G&amp;A Expenses</b>								
Bank Charges & fees	-	30	-	30	-	200	-	260
Insurances	-	-	-	18,000	-	19,000	-	37,000
Chapter 11 Trustee Professionals	-	-	-	446,622	-	366,782	110,944	924,348
Unsecured Creditor Committee Professionals	-	-	-	-	-	70,000	-	70,000
U.S. Trustee Payment	-	-	-	-	-	-	-	-
Backoffice & Administrative	-	-	-	-	54,299	-	-	54,299
Interest	-	-	-	-	-	-	-	-
<b>Total G&amp;A</b>	-	30	-	464,652	54,299	455,982	110,944	1,085,907
<b>Health and Safety</b>								
SMV Health and Safety	-	-	-	-	-	28,000	88,000	116,000
Belridge Health and Safety	-	-	-	-	-	4,500	5,000	9,500
Redu Health and Safety	-	-	-	-	-	31,047	3,000	34,047
<b>Total Health and Safety</b>	-	-	-	-	-	63,547	96,000	159,547
<b>Deferred Maintenance</b>								
Security Dehydration AFE	-	-	-	-	-	130,000	-	130,000
Zaca Dehydration AFE	-	-	-	-	-	115,500	-	115,500
Redu Deferred Maintenance Project	-	-	-	-	-	22,030	-	22,030
<b>Total Deferred Maintenance</b>	-	-	-	-	-	267,530	-	267,530
<b>Total Cash Outflows</b>	28,763	176,743	26,396	932,221	116,698	1,509,281	774,601	3,564,703
<b>Net Cash Flow</b>	(28,763)	(164,743)	(26,396)	(778,302)	(116,698)	(1,555,781)	(774,601)	(3,445,284)
Beginning Cash Balance	35,012	6,249	39,021	12,626	228,670	111,972	-	35,012
Net Cash Flow	(28,763)	(164,743)	(26,396)	(778,302)	(116,698)	(1,555,781)	(774,601)	(3,445,284)
Net Borrowing/(Pay Down)	-	197,516	-	994,346	-	1,443,809	774,601	3,410,272
Ending Cash Balance	6,249	39,021	12,626	228,670	111,972	-	-	-
Loan Balance	-	197,516	197,516	1,191,862	1,191,862	2,635,671	3,410,272	3,410,272

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF AMENDMENT TO CREDIT AGREEMENT AND BUDGET AMENDMENT will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On December 6, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:** On December 6, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor  
HVI Cat Canyon, Inc.  
c/o Capitol Corporate Services, Inc.  
36 S. 18th Avenue, Suite D  
Brighton, CO 80601

Debtor  
HVI Cat Canyon, Inc.  
630 Fifth Avenue, Suite 2410  
New York, NY 10111

The Honorable Martin R. Barash  
U.S. Bankruptcy Court  
21041 Burbank Blvd., Suite 342  
Woodland Hills, CA 91367

☐ Service information continued on attached page.

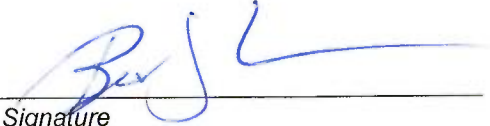
**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 6, 2019, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 6, 2019  
\_\_\_\_\_  
Date

Beverly Lew  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

William C Beall on behalf of Creditor GLR, LLC  
will@beallandburkhardt.com, carissa@beallandburkhardt.com

Alicia Clough on behalf of Creditor California State Lands Commission  
aclough@loeb.com, mnielson@loeb.com, ladocket@loeb.com

Marc S Cohen on behalf of Creditor California State Lands Commission mscohen@loeb.com, kyles@loeb.com

Alec S DiMario on behalf of Creditor Direct Energy Business Marketing, LLC d/b/a Direct Energy Business  
alec.dimario@mhllp.com, debra.blondheim@mhllp.com; Syreeta.shoals@mhllp.com

Alec S DiMario on behalf of Creditor Direct Energy Business, LLC  
alec.dimario@mhllp.com, debra.blondheim@mhllp.com; Syreeta.shoals@mhllp.com

Karl J Fingerhood on behalf of Interested Party United States of America on behalf of USEPA and US Coast Guard  
karl.fingerhood@usdoj.gov, efile\_ees.enrd@usdoj.gov

H Alexander Fisch on behalf of Interested Party California Department of Fish & Wildlife  
Alex.Fisch@doj.ca.gov

H Alexander Fisch on behalf of Interested Party California Regional Water Quality Control Board, Central Coast  
Alex.Fisch@doj.ca.gov

Don Fisher on behalf of Interested Party Interested Party dfisher@ptwww.com, tblack@ptwww.com

Brian D Fittipaldi on behalf of U.S. Trustee United States Trustee brian.fittipaldi@usdoj.gov

Gisele M Goetz on behalf of Interested Party Courtesy NEF gmgoetz@hbsb.com, ggoetz@collegesoflaw.edu

Karen L Grant on behalf of Creditor BUGANKO, LLC kgrant@silcom.com

Ira S Greene on behalf of Interested Party CTS Properties, Ltd. Ira.Greene@lockelord.com

Matthew C. Heyn on behalf of Creditor Department of Conservation, Division of Oil, Gas and Geothermal Resources  
Matthew.Heyn@doj.ca.gov, mcheyn@outlook.com

Brian L Holman on behalf of Creditor Bradley Land Company b.holman@musicpeeler.com

Eric P Israel on behalf of Attorney Courtesy NEF  
eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Eric P Israel on behalf of Trustee Michael Authur McConnell (TR)  
eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Razmig Izakelian on behalf of Creditor GIT, Inc. razmigizakelian@quinnemanuel.com

Alan H Katz on behalf of Interested Party CTS Properties, Ltd. akatz@lockelord.com

John C Keith on behalf of Creditor California State Lands Commission john.keith@doj.ca.gov

Jeannie Kim on behalf of Interested Party Pacific Gas and Electric Company jkim@friedmanspring.com

Maxim B Litvak on behalf of Creditor Committee Official Committee of Unsecured Creditors  
mlitvak@pszjlaw.com

Michael Authur McConnell (TR) Michael.mcconnell@kellyhart.com

Brian M Metcalf on behalf of Interested Party UBS AG, London Branch bmetcalf@omm.com

David L Osias on behalf of Creditor Allen Matkins Leck Gamble Mallory & Natsis LLP  
dosias@allenmatkins.com, bcrfilings@allenmatkins.com, kdemorest@allenmatkins.com, csandoval@allenmatkins.com

Darren L Patrick on behalf of Interested Party UBS AG, London Branch  
dpatrik@omm.com, darren-patrick-1373@ecf.pacerpro.com

Jeffrey N Pomerantz on behalf of Creditor Committee Official Committee of Unsecured Creditors  
jpomerantz@pszjlaw.com

Todd C. Ringstad on behalf of Interested Party Interested Party becky@ringstadlaw.com,  
arlene@ringstadlaw.com

Mitchell E Rishe on behalf of Creditor California Department of Conservation, Division of Oil, Gas & Geothermal  
Resources  
mitchell.rishe@doj.ca.gov

Mitchell E Rishe on behalf of Creditor Department of Conservation, Division of Oil, Gas and Geothermal Resources  
mitchell.rishe@doj.ca.gov

Sonia Singh on behalf of Trustee Michael Authur McConnell (TR)  
ssingh@DanningGill.com, danninggill@gmail.com, ssingh@ecf.inforuptcy.com

Daniel A Solitro on behalf of Interested Party CTS Properties, Ltd.  
dsolitro@lockelord.com, ataylor2@lockelord.com

Ross Spence on behalf of Interested Party County of Santa Barbara, California  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Ross Spence on behalf of Interested Party Harry E. Hagen, as Treasurer-Tax Collector of the County of Santa Barbara,  
California  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Ross Spence on behalf of Interested Party Santa Barbara Air Pollution Control District  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Christopher D Sullivan on behalf of Creditor Diamond McCarthy LLP  
csullivan@diamondmccarthy.com, mdomer@diamondmccarthy.com; kmartinez@diamondmccarthy.com

Jennifer Taylor on behalf of Interested Party UBS AG, London Branch jtaylor@omm.com

John N Tedford, IV on behalf of Trustee Michael Authur McConnell (TR)  
jtedford@DanningGill.com, danninggill@gmail.com; jtedford@ecf.inforuptcy.com

Salina R Thomas on behalf of Interested Party Courtesy NEF bankruptcy@co.kern.ca.us

Salina R Thomas on behalf of Interested Party Kern County Treasurer Tax Collector bankruptcy@co.kern.ca.us

Patricia B Tomasco on behalf of Creditor GIT, Inc.  
pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com; cristinagreen@quinnemanuel.com

Fred Whitaker on behalf of Interested Party Eller Family Trust lshertzer@cwlawyers.com

William E. Winfield on behalf of Attorney Courtesy NEF wwinfeld@calattys.com, scuevas@calattys.com

Richard Lee Wynne on behalf of Interested Party NewBridge Resources, LLC  
richard.wynne@hoganlovells.com, tracy.southwell@hoganlovells.com;cindy.mitchell@hoganlovells.com

Emily Young on behalf of Creditor Epiq Corporate Restructuring, LLC Claims Agent  
pacerteam@gardencitygroup.com, rjacobs@ecf.epiqsystems.com;ECFInbox@epiqsystems.com

Aaron E de Leest on behalf of Trustee Michael Authur McConnell (TR)  
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com